

Form Answer Packet

Start With The Front Page

If you are being evicted, you may want to give the court a document called an Answer. It can be difficult to file an Answer, but this Form Answer Packet will show you how. You will have to file at least two pages, and maybe more, but there are instructions for every page with a sample completed in the instructions.

Do you have to file an Answer?

If the landlord is asking for money in addition for "possession" (which is asking for you to be evicted), then you have to file an Answer or the landlord can get a default judgment for whatever amount of money the landlord claims.

If you are not being sued for money, then you may want to file an Answer to make your eviction defense easier. You should file an Answer before your eviction hearing

What is an Answer?

An Answer does exactly what it says it does - it allows you to answer the landlord's claims in the Complaint.

The landlord must prove 3 things to evict you:

1. The landlord is the proper party to evict you;
2. There is a good reason to evict you, such as nonpayment of rent or because the lease ended.
3. The landlord gave you the Notice to Vacate required to evict you.

An Answer allows you to dispute any of those things and explain other reasons why you shouldn't be evicted.

In the Municipal Court of Anytown
AnyCounty County, Ohio

Landlord, Inc. Plaintiff	CVG-17-56789 Case Number
-vs-	Judge Smith Judge
Terry Tenant Defendant	FORCIBLE ENTRY AND DETAINEE ANSWER & AFFIRMATIVE DEFENSE(S)
123 Rental Rd. Address	
Anytown, OH 43604 City, State, Zip	
419-555-5555 Telephone	

NOTICE CONCERNING PRO SE STATUS
Defendant(s) are low-income and unable to afford an attorney, and have not been able to get any attorney to represent them. Defendant(s) are not licensed to practice law, and are not knowledgeable in the practice of law for purposes of presenting a case in court.

ANSWER
I Answer as follows to the Complaint filed in this case. I deny all allegations in the Complaint unless I specifically admit the allegation below:

1. I ~~ADMIT~~/DENY Paragraph 1 because:
I don't know who owns the property.
2. I ~~ADMIT~~/DENY Paragraph 2 because:
3. I ~~ADMIT~~/DENY Paragraph 3 because:
I am not in default. See Affirmative Defenses
4. I ~~ADMIT~~/DENY Paragraph 4 because:
Landlord didn't have any reason to give a notice.
5. I ~~ADMIT~~/DENY Paragraph 5 because:
6. I ~~ADMIT~~/DENY Paragraph 6 because:

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Sample Form Answer for SRLN Forms Contest. Find forms and instructions for this page at:
<https://www.learnthelaw.org/group/254/classroom/2250/565>



Complete the caption

The top part of the Front Page of the Form Answer is called the "caption" and has the general information about the case. You should copy the Court name, the case number, the judge's name and the name of the Plaintiff from the complaint. You should also add your address to comply with court rules.

Admit or Deny each paragraph in complaint

The landlord's complaint should use numbered paragraphs, and if it doesn't, you can number the paragraphs yourself. If a paragraph in the complaint is true, you can "Admit" the paragraph by scratching off "DENY". If a paragraph isn't true, or you don't know if it is true, you can "Deny" the paragraph by scratching off "ADMIT". You can explain why you are don't think a claim is true or tell the Court to see evidence that you attached.

Add Signature Page & Affirmative Defenses

You must also complete the Signature Page form, because an Answer will not be accepted if it is not signed. You may also add Affirmative Defenses, which are reasons you shouldn't be evicted. You can add multiple Affirmative Defenses, as long as they are true in your situation.

Affirmative Defenses Available

- ★ Did the landlord accept future rent after giving you the Notice to Vacate?
Use the **Waiver of the Notice to Vacate Affirmative Defense.**
- ★ Has the landlord often accepted late rent in the past?
Use the **Course of Conduct of Accepting Late Rent Affirmative Defense.**
- ★ Did the landlord refuse a full rent payment that was on time?
Use the **Timely Tender of Rent Refused Affirmative Defense.**
- ★ Did you agree to make repairs instead of paying rent?
Use the **Agreement for Tenant Repairs Affirmative Defense.**
- ★ Can you pay the landlord all the rent and late fees that you owe?
Use the **Equity Affirmative Defense.**